

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
OXFORD DIVISION

CATERPILLAR FINANCIAL  
SERVICES CORPORATION

PLAINTIFF

V.

CIVIL ACTION NO. 3:18-CV-170-SA-RP

JEFFERY SCOTT MCDANIEL  
*doing business as* J&M LOGGING

DEFENDANT

ORDER AND DEFAULT JUDGMENT

Caterpillar Financial Services Corporation filed their Complaint [1] in this Court on August 1, 2018 against Jeffery Scott McDaniel, doing business as, J&M Logging, premising jurisdiction on diversity of citizenship. Caterpillar alleges that McDaniel entered into three separate sales contracts with Caterpillar for four pieces of logging equipment, and that McDaniel failed to pay for the equipment under the terms of the sales agreements. In its Complaint [1] Caterpillar seeks the immediate return of the equipment, damages for breach of contract, the recovery of any deficiency between the resale or lease of the equipment and the amount owed by McDaniel, and attorney's fees, costs, interest, and expenses.

McDaniel failed to answer, and the Clerk of Court entered a default against him on August 29, 2018. This case has twice been stayed pending bankruptcy proceedings. On September 13, 2018, McDaniel filed a Suggestion of Bankruptcy [6] on this Court's docket through counsel that has not entered an appearance in this case. This case was then stayed pending the outcome of the bankruptcy proceeding. On January 31, 2019, Caterpillar's counsel filed a notice indicating that McDaniel's bankruptcy case was dismissed, and the Court lifted the stay. *See* Motion to Lift Stay [8]; Order [9]. On February 19, 2019 Caterpillar' counsel notified the Court that McDaniel had re-filed for bankruptcy, and this Court again stayed this case. *See* Notice [10], Order [11]. On April

17, 2019 Caterpillar filed a Motion to Lift Stay [12], indicating that McDaniel's bankruptcy case had again been dismissed, and a Motion for Default Judgment [13]. This Court lifted the stay on April 18, 2019.

In its Amended Motion for Default Judgment [15], Caterpillar requests, that the Court enter a judgment against McDaniel in its favor for the full current value of the equipment, \$214,894.69, costs and fees, \$5,498.80, for a total of \$220,393.49.<sup>1</sup> Caterpillar also requests that the Court order McDaniel to return all of the equipment within seven business days. Caterpillar further states that upon repossession and sale of the equipment it will credit the Defendant for the amount of the sale and enroll the judgment reflecting the same.

It appears that all of the procedural requirements for an entry of default judgment have been met. The Court enters this DEFAULT JUDGMENT in Caterpillar Financial Services Corporation's favor, for the amount of \$220,393.49 (which may later be modified) and ORDERS Jeffery Scott McDaniel to return the subject equipment, or allow the Plaintiff to access the equipment to retake possession, within seven days of the entry of this Order and Judgment. This CASE is CLOSED, but the Court retains jurisdiction for purposes of modifying and enforcing the default judgment as necessary.

It is SO ORDERED, on this the 14th day of May, 2019.

/s/ Sharion Aycock  
UNITED STATES DISTRICT JUDGE

---

<sup>1</sup> Caterpillar filed an Amended Motion for Default Judgment [15] supplanting its earlier Motion [13]. Caterpillar's first Motion for Default Judgment [13] is DENIED as MOOT.